



**Basic Details**

<b>Organisation Chain</b>	Council of Scientific and Industrial Research  IMT-Chandigarh - CSIR  Purchase-IMT - CSIR		
<b>Tender Reference Number</b>	IMT/2023-24/153/CAMC		
<b>Tender ID</b>	2024_CSIR_196772_1	<b>Withdrawal Allowed</b>	Yes
<b>Tender Type</b>	Single	<b>Form of contract</b>	Supply
<b>Tender Category</b>	Services	<b>No. of Covers</b>	1
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	No
<b>Payment Mode</b>	Not Applicable	<b>Is Multi Currency Allowed For BOQ</b>	No
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No

**Cover Details, No. Of Covers - 1**

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical/Finance	.pdf	CAMC of Tyrone SD400TGH-28R Server etc.
		.xls	CAMC of Tyrone SD400TGH-28R Server etc.

**Tender Fee Details, [Total Fee in ₹ \* - 0.00]**

<b>Tender Fee in ₹</b>	0.00		
<b>Fee Payable To</b>	Nil	<b>Fee Payable At</b>	Nil
<b>Tender Fee Exemption Allowed</b>	No		

**EMD Fee Details**

<b>EMD Amount in ₹</b>	0.00	<b>EMD Exemption Allowed</b>	No
<b>EMD Fee Type</b>	fixed	<b>EMD Percentage</b>	NA
<b>EMD Payable To</b>	Nil	<b>EMD Payable At</b>	Nil

[Click to view modification history](#)

**Work / Item(s)**

<b>Title</b>	CAMC of Tyrone SD400TGH-28R Server etc.				
<b>Work Description</b>	CAMC of Tyrone SD400TGH-28R Server etc.				
<b>Pre Qualification Details</b>	Please refer Tender documents.				
<b>Independent External Monitor/Remarks</b>	NA				
<b>Show Tender Value in Public Domain</b>	No				
<b>Tender Value in ₹</b>	0.00	<b>Product Category</b>	AMC/ Maintenance Contracts	<b>Sub category</b>	NA
<b>Contract Type</b>	Tender	<b>Bid Validity(Days)</b>	90	<b>Period Of Work(Days)</b>	120
<b>Location</b>	CSIR IMTECH	<b>Pincode</b>	160036	<b>Pre Bid Meeting Place</b>	NA
<b>Pre Bid Meeting Address</b>	NA	<b>Pre Bid Meeting Date</b>	NA	<b>Bid Opening Place</b>	PURCHASE SECTION
<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No		

**Critical Dates**

<b>Publish Date</b>	29-May-2024 06:00 PM	<b>Bid Opening Date</b>	11-Jun-2024 11:00 AM
<b>Document Download / Sale Start Date</b>	29-May-2024 06:00 PM	<b>Document Download / Sale End Date</b>	10-Jun-2024 10:00 AM
<b>Clarification Start Date</b>	NA	<b>Clarification End Date</b>	NA
<b>Bid Submission Start Date</b>	29-May-2024 06:00 PM	<b>Bid Submission End Date</b>	10-Jun-2024 10:00 AM

**Tender Documents**

NIT Document	S.No	Document Name	Description	Document Size (in KB)
		1	Tendernotice_1.pdf	CAMC of Tyrone SD400TGH-28R Server etc.

  

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
		1	BOQ	BOQ_215298.xls	CAMC of Tyrone SD400TGH-28R Server etc.

**Single Bidders List**

S.No.	Bidder Name	Bidder Login Id
1.	Netweb Technologies India Pvt Ltd	jyothi@netwebindia.com

**Auto Extension Corrigendum Properties for Tender**

Iteration	No. of bids required for bid opening a tender	Tender gets extended to No. of days
1.	0	7

**Bid Openers List**

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	vipank.eproc@csir.res.in	Vipan Kumar	VIPAN KUMAR
2.	kamalk.eproc@csir.res.in	Kamal Kumar	KAMAL KUMAR
3.	ravig.eproc@csir.res.in	Ravi Garg	RAVI GARG
4.	shankarrishi.eproc@csir.res.in	Shankar Rishi	SHANKAR DASS RISHI

**GeMARPTS Details**

<b>GeMARPTS ID</b>	8WSJHJ4S82RI
<b>Description</b>	CAMC of Tyrone SD400TGH-28R Server e
<b>Report Initiated On</b>	27-May-2024
<b>Valid Until</b>	26-Jun-2024

**Tender Properties**

<b>Auto Tendering Process allowed</b>	No	<b>Show Technical bid status</b>	Yes
<b>Show Finance bid status</b>	Yes	<b>Stage to disclose Bid Details in Public Domain</b>	Technical Bid Opening
<b>BoQ Comparative Chart model</b>	Normal	<b>BoQ Comparative chart decimal places</b>	2
<b>BoQ Comparative Chart Rank Type</b>	L	<b>Form Based BoQ</b>	No

**TIA Undertaking**

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	<a href="#">TIA UNDERTAKING GEM</a>	Agree	
2	<a href="#">PPP-MII Order 2017</a>	Agree	
3	<a href="#">MSEs Order 2012</a>	Agree	

**Tender Inviting Authority**

<b>Name</b>	DIRECTOR CSIR-IMTECH
<b>Address</b>	Sector 39-A

**Tender Creator Details**

<b>Created By</b>	Bir Singh
<b>Designation</b>	Astt. SO
<b>Created Date</b>	29-May-2024 09:57 AM



वै.औ.अ.प.-सूक्ष्मजीवप्रौद्योगिकीसंस्थान  
**CSIR –INSTITUTE OF MICROBIAL TECHNOLOGY (IMTECH)**  
SECTOR 39-A, CHANDIGARH-160036  
**GSTIN – 04AAATC2716R2ZM**

Email : [spo@imtech.res.in](mailto:spo@imtech.res.in)/[purchase@imtech.res.in](mailto:purchase@imtech.res.in) Telephone : 0172-6665106, 6665364

**Tender Notice No.IMT/2023-24/153/CAMC**

**Dated: 29/May/2024**

**NOTICE INVITING TENDER THROUGH E-PROCUREMENT**

**Title – CAMC of Tyrone SD400TGH-28R Server etc.(Qty-1) – as per Annexure VI**

The Director, CSIR-IMTECH invites off-line bids through **Sealed Envelopes/E-mail** for **CAMC of Tyrone SD400TGH-28R Server etc.** to be used in this institute for research and development work. The bidders are requested to submit online bids on **Sealed Envelopes/E-mail** strictly as per the specifications, terms & conditions mentioned in the tender document.

The tender document contains the following:

Annexure-I	Instructions for Online Bid Submission
Annexure-II	Schedule of Requirement
Annexure-III	Price reasonability Certificate
Annexure-IV	Questionnaire
Annexure-V	Terms and Conditions
Annexure-VI	Specification / Requirement & Scope of Work
Annexure-VII	Tender Acceptance letter
Annexure-VIII	Manufacturer's Authorization Form
Annexure-IX	Compliance Sheet
Annexure-X	Price Schedule
Annexure -XI	Price Schedule for Goods being imported from abroad
Annexure -XII	Land Border Sharing Declaration
Annexure -XIII	Make in India Certificate
Annexure-XIV	Non Blacklisting / Non Debarment Certificate

**CRITICALDATESHEET**

TenderNo	IMT/2023-24/153/AMC
NameOfOrganization	CSIR-IMTECH,CHANDIGARH
Tender Publishing Date	29/MAY/2024 at 06.00 PM
Document DownloadStartDate&Time	29/MAY/2024 at 06.00 PM
BidSubmissionStartDateandTime	29/MAY/2024 at 06.00 PM
BidSubmissionEndDateandTime	10/JUN/2024at 10.00 AM
DateandTimeforOpening ofBids	11/JUN/2024at 11.00 AM
AddressforCommunication	TheDirector CSIR-Institute of Microbial Technology, Sector 39-A, Chandigarh <a href="mailto:spo@imtech.res.in">Email:-spo@imtech.res.in.purchase@imtech.res.in</a>

**Sd/-**  
**Stores & Purchase Officer**  
**For and On behalf of Director CSIR-IMTECH**

## INSTRUCTIONSFORSUBMISSION OF E-BIDS

- a. Bids shall be submitted online only at CPPP website <https://etenders.gov.in>, Manual/ Offline bids shall not be accepted under any circumstances.
- b. The Bidder shall download the Tender Enquiry Document directly from the website <https://etenders.gov.in> and shall not tamper/modify it in any manner. In case if the same is found to be tampered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.
- c. The complete bidding process is online. **Bidders should be in possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and rejected.**
- d. Bidders are advised to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal. Every Bidder will be required to obtain a Class-III Digital Signature (DSC) for submission of Bids.
- e. Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications in the Tender Enquiry Document.
- f. Intending bidders are advised to visit CPPP website <https://etenders.gov.in> regularly till closing date of submission of bid, for any corrigendum.
- g. The Bid Security/Earnest Money Deposit, if any shall be deposited through Bank Guarantee / Demand Draft drawn in favour of “The Director, National Botanical Research Institute, Lucknow”. The original Bid Security/EMD must be delivered at address mentioned in Sr.No.2 of NIT till bid submission date and time as mentioned in “Date Sheet” failing which the bid shall be summarily rejected.
- h. Purchaser shall receive the bids online through CPPP portal only. The e-Tender portal shall automatically stop accepting bids after the scheduled date and time specified in the Tender Document. Partially submitted bids shall be treated as invalid and shall not be processed.

### **1. Due date for Submission of E-Bids**

- a. EMD/BS, if any must be received by the Purchaser at the address specified in NIT not later than the time and date specified in NIT.
- b. Bidders are advised to upload and submit their E-bids timely within due date for submission of E-Bids in view of the electronic process so as to avoid last minute issues.
- c. The Purchaser may, at its discretion, extend the due date for submission of E-bids by amending the tender documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the due date will thereafter be subject to the due date as extended.

### **2. Late Submission of EMD**

- a. Any bid security/EMD, if any received by the Purchaser after the due date for submission of bids prescribed by the Purchaser is liable to be rejected.
- b. Bidders must note that the e-tender portal shall not permit uploading of bids after the scheduled time of submission.

**3. Withdrawal, substitution and Modification of Bids**

- a. The bidder may withdraw, correct or modify his digitally signed bid after submission prior to the deadline for submission of bids, through provisions of e-tendering portal.
- b. The bidder is not allowed to modify or withdraw bid after deadline for submission of bids.

**4. Opening of E-Bids by the Purchaser**

- a. The E-bids shall be opened online by authorized officials of the Purchaser as per schedule given in Date Sheet. In case of two bid tender, the price bid of only those bidders who qualified in technical evaluation, shall be opened.
- b. In case, the day of bid opening is declared a holiday by the government, the E-bids will be opened on the next working day at the same time. No separate intimation shall be sent to the bidders in this regard.
- c. Since, E-bid is an online process; the E-bid opening or any other process may be delayed due to any technical/server issue. If any such issue arises, this will not be tantamount to process delay and CSIR-NBRI / CSIR-CDRI will not be responsible for the same.
- d. On opening of bids online, accepting the bid would not mean that the firm is technically or financially qualified.

**5. Confidentiality**

Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until Award of the Contract. However, decisions taken during process of tender evaluation shall be hosted on e-Tenders portal.

**6. Clarification of Bids**

To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.

- 7. The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in Annexure-A has been provided, and to determine the completeness of each document submitted.
- 8. The Techno-commercial Bid should not contain any indication of the price. In case, an indication of the price quoted is included in the technical bid, the quotation will be accepted on risk of the bidder.
- 9. Bids received through fax/email will not be considered.
- 10. All quotations should in INR.
- 11. Conditional discounts in any shall not be given any consideration for arriving at ranking purpose. If such case is found in any category/place, then the bid may be declared as non-responsive bid.
- 13. All pages of the bid should be signed.

**14. Responsiveness of Bids**

- a. Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

(a)	affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Tender; <b>OR</b>
(b)	limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or

	the Bidder's obligations under the Proposed Contract; <b>OR</b>
(c)	if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

- b. The Purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- c. If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

**15. Non-Conformity, Error and Omission**

- a. Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- b. Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

**16. Award Criteria**

The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the highest scored bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the CPPP website <https://etenders.gov.in> & CSIR-NBRI Website [www.nbri.res.in](http://www.nbri.res.in)

**17. Signing of Contract**

- a. The Purchaser shall send the successful Bidder the Letter of Award and Both CSIR-NBRI and CSIR-CDRI shall sign contract separately with successful bidder.
- b. Within **Twenty One** (21) days of date of the Purchase Order, the successful Bidder shall enter into Contract Agreement based on the terms and conditions given in the tender document and Letter of Award.

**18. Assistance to Bidders:**

- a. Any queries relating to the Tender Enquiry Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the NIT.
- b. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**19. Bidder's right to question of rejection**

- a. A Bidder shall have the right to be heard in case he feels that a proper procurement process is not being followed and/or his tender has been rejected wrongly. Only a directly affected bidder can represent in this regard as under:
- b. Only a bidder who has participated in the concerned procurement process i.e. pre- qualification, bidder registration or bidding, as the case may be, can make such representation.
- c. In case a Bidder feels aggrieved by the decision of the purchaser, he may then send his representation in writing to the Purchaser's address as indicated in NIT within 05 working days from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser.
- d. Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:
  - i) Determination of the need for procurement;
  - ii) Selection of the mode of procurement or bidding system;



- iii) Choice of selection procedure;
- iv) Provisions limiting participation of bidders in the procurement process;
- v) The decision to enter into negotiations with the L1 bidder;
- vi) Cancellation of the procurement process.
- vii) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor; and  
Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

**INSTRUCTIONS FOR ONLINE BIDS SUBMISSION**

1. Bids must be mandatorily submitted through <https://eprocure.gov.in/epublish/app>.
2. Payment will be made for contract / AMC/ Supply on half yearly basis subject to production of Service Reports / supply Bills etc.
3. No Advance payments will be made in any term.
4. **Price Schedule should MANDATORILY be submitted on CPP Portal only and no other mode will be accepted**
5. Bids are invited in **Single Bid System i.e Technical and Financial**.
6. Annexure 5-F Bid Securing Declaration and Other Annexures are to be mandatorily filled and scanned and uploaded as PDF in E-Procure Portal against our Tender ID
7. In case, the day of bid opening is declared a holiday by the government, the tenders will be opened on the next working day at the same time. No separate intimations shall be sent to the bidders in this regard.
8. The Director, CSIR-IMTECH, Chandigarh reserves the right to accept or reject any or all the tenders.
9. The Firms are also required to upload copies of the following documents:
  - a. GST Certificate/Scanned copy of GST No of the Firm.
  - b. Scanned copy of PAN Card in the name of firm/proprietor.
  - c. Scanned copy of completed Questionnaire.
  - g. Scanned copy of RTGS/Bank details of the firm
  - h. Scanned copy of undertaking duly filled in and signed by owner/proprietor of firm with legible name, mobile number & E-mail ID etc.
  - i. Scanned copy of duly signed and stamped Manufacturer's Authorization Form as per Annexure VIII
  - j. Scanned copy of duly signed and stamped Certificate regarding Reasonability of Price as per Annexure-IX
  - k. The bidders are requested to furnish the user list. Further they are also requested to submit at least 2-3 purchase order copies of similar item(s) supplies to any Govt. R&D institute during the past 1 year.
  - l. Scanned copy of duly signed and stamped Certificate as per **Annexure-XI**.

**Stores & Purchase Officer  
For and On behalf of CSIR**

**SCHEDULE OF REQUIREMENTS**

1. Name of Purchaser: The Director  
CSIR-Institute of Microbial Technology (IMTECH), Sector 39-A,  
Chandigarh-160036
  
2. Shipping Address: The Director  
CSIR-Institute of Microbial Technology (IMTECH), Sector 39-A,  
Chandigarh-160036

Documents/Papers,EMD (if applicable)  
 to be submitted with online Bids: (In the absence of these, tender cannot be considered).

<b>S. No.</b>	<b>DOCUMENTS REQUIRED</b>
1	Scanned copy of duly signed and stamped Certificate regarding Reasonability of Price as per Annexure <b>III</b>
2	Copy of Duly completed Questionnaire as per Annexure <b>IV</b>
3	Tender acceptance letter as per Annexure <b>VII</b>
4	Manufacturer's Authorization Form as per Annexure <b>VIII</b>
5	Compliance sheet as per Annexure <b>IX</b>
6	Price Schedule as per Annexure <b>X</b> ( <b>MANDATORY - Attach separate sheet with detailed prices neatly typed with sign and stamp in pdf format</b> ) and BOQ (excel format)
7	Certificate from Tenderer - Annexure <b>XI</b>
8	Scanned copy of user list. Further bidders are also requested to submit at least 2-3 purchase order copies of similar item(s) supplies to any Govt. R&D institute during the past 1-2 years <b>OR any last purchases/contracts</b>
9	Copy of GST No of the firm.

**PRICE REASONABILITY CERTIFICATE**

(to be submitted on firm's letterhead)

This is to certify that we have offered the maximum possible discount to you in our Quotation No. \_\_\_\_\_ dated \_\_\_\_\_ for (Currency)\_\_\_\_\_.

We would like to certify that the quoted AMC price are the minimum and we have not quoted the same AMC on lesser rates than those being offered to CSIR-IMTECH to any other customer nor they will do so till the validity of offer or execution of purchase order, whichever is later.

Seal and Signature of the tenderer

**QUESTIONNAIRE**

BIDDERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE QUESTIONS GIVEN BELOW IN CASE A QUESTION DOES NOT APPLY TO A BIDDER THE SAME SHOULD BE ANSWERED WITH THE REMARK **"NOT APPLICABLE"** BIDDERS MAY PLEASE NOTE THAT IF THE ANSWERS SO FURNISHED ARE NOT CLEAR AND/OR ARE EVASIVE, THE BID WILL BE LIABLE TO BE IGNORED.

1.	Bid No .....	Date of opening on .....
2.	Bid Validity is 90 days	(Yes / No)
3.	Brand of Goods offered	
4.	Name & Address of Manufacturer	
5.	Place of the Manufacturer	
6.	Whether Manufacturer authorization certificate attached	
7.	If Indian Agent is quoting on behalf of Foreign Principal ? If Yes, the Certified Copy of agency agreement is attached or Not	(Yes / No)
8.	What is your PAN	
9.	What is your GST Number	
10.	Are you a small scale unit currently registered with the National Small Industries corporation (NSIC) under single point Registration scheme for the item(S) quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit on your registration.	
11.	State whether business dealings with you have been currently banned by any Ministry/deptt. Or Central Govt. or any State Govt	
12.	Whether the billing and supply will be done by the firm directly or by authorized dealer. Please reply and mention all the details including name, mobile number, E-mail of the same. The authorized dealer may be different on the basis of location	

Signature of Tenderer

**TERMS AND CONDITIONS FOR ANNUAL MAINTENANCE CONTRACT**

<b>1</b>	The Annual Maintenance Contract (AMC) will be valid for <b>ONE YEAR OR for a period mentioned in Award letter</b> from the date of work award order.
<b>02</b>	<p>As per instruction by Ministry of Finance Department of Expenditure (Public Procurement Division) letter no. D.O.F. No.6/18/2019-PPD Dated, 28 July, 2020 insertion of Rule 144(xi) of the GFR-2017, tenderer will have to furnish information as per <b>Annexure - XI</b></p> <p><b>01. Model Clauses for tenderer :</b></p> <p><b>1.</b> Any bidder a country which shares a land border with India be eligible to bid in the tender only if the bidder is registered with Competent Authority.</p> <p><b>2.</b> "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p><b>3.</b> "Bidder from country which shares a land border with India" for the purpose of this Order means:-</p> <p>a) An entity incorporated, established or registered in such a country; or</p> <p>b) A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c) An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d) An entity whose beneficial owner is situated in such a country; or</p> <p>e) An Indian (or other) agent of such an entity; or</p> <p>f) A natural person who is a citizen of such a country; or</p> <p>g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p> <p><b>4. The beneficial owner for the purpose of (iii) above will be as under:</b></p> <p>1. In case of a company or limited liability partnership, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</p> <p>Explanation -</p> <p>a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;</p> <p>b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;</p> <p><b>5.</b> In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p><b>6.</b> In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individual;</p> <p><b>7.</b> Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</p>

	<p><b>8.</b> In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control ownership.</p> <p><b>9.</b>An Agent is a person employed to do any act for another, or to represent another in dealings with third person .</p>
<b>3</b>	As Annual Maintenance Contract (AMC) shall be placed with OEM or their Authorized Service Provider only who are authorized for giving/supplying the services/ stores. You are requested to submit your authorization certificate along with your quotation.
<b>4</b>	The schedule of requirement must be followed and required documents must be Emailed by bidder otherwise the bid will not be considered.
<b>5</b>	Your offer shall be valid for Ninety (90) days from the date of opening of the quotation. No revision in price will be allowed after opening the bid(s).
<b>6</b>	Price bid should be given as per Scanned copy sent by Email. All statutory taxes like TDS, TDS on GST etc. will be deducted from the quoted price. No claim is be entertained as these taxes are extra. Therefore Prices are required to be quoted clearly mentioning of basic cost, taxes etc. in your quotation.
<b>7</b>	<b><u>Discount:</u></b> Institutional discount if any should be mentioned clearly
<b>8</b>	GST/other Govt. Levies will be paid at actual and the prevailing rates of GST and other tax etc, if any may be mentioned separately. No other charges than those mentioned clearly in the quotation will be paid
<b>9</b>	Manual/Offline bids shall not be accepted under any circumstances.
<b>10</b>	<b>Reasonability of Price : The bidders are requested to furnish the user list of same instruments / equipments with contact details. Further also submit at least 02-03 AMC copies of similar items(s) with other Govt. R &amp; D Institute / Department / University / Organization during the past 1-2 Years OR any last purchases/contracts</b>
	<b><u>Fall Clause</u></b> : The fall clause will be applicable : "In case your firm supplies or quotes a lower rate for the tendered item to other Governments, public sector or private organizations, your firm will have to reimburse the excess payment
<b>11</b>	Conditional bid(s) shall not be considered and will be summarily rejected.
<b>12</b>	The AMC firm shall employ only Indian National above 18 years of age after verifying their antecedents and loyalty. It is your responsibility to comply with the statutory requirements of safety precaution and payment on compensation.
<b>13</b>	CSIR-IMTECH is not responsible for any disability or casualty caused to workers/ service engineer while performing the services and no claim for any payment on compensation on such ground will be entertained.
<b>14</b>	If any fire/ damage or any type of mishappening occurs while maintenance/servicing of equipment(s) in CSIR-IMTECH premises, the successful bidder will indemnify all the expenses occurred on this account.
<b>15</b>	If the work is found unsatisfactory or if the firm dishonours the contract, the job will be entrusted to any other firm/party at the risk and expense of the contractor. Suitable action as deemed fit will be initiated against the successful bidder.
<b>16</b>	You will be responsible for adhering to all the tender conditions.



17	The bill should accompany the Original Service report and the Payment Term is - 50% after completion of first six months subject to satisfactory service certificate given by the concerned user and remaining 50% after completion of contract period subject to satisfactory service certificate given by the concerned user. No other payment terms will be accepted.
18	The Bidder should not have been declared Bankrupt by any statutory body.
19	The Bidder will assume total responsibility for the fault-free operation of equipment, application software if any, and maintenance during the service period and provide necessary maintenance services after end of service period, if required.
20	The bidders who have been suspended/ blacklisted/banned by Central Government Institution, State Government Institution, PSU etc shall be ineligible for participation in the bidding process.
21	<p><b>DISPUTE SETTLEMENT:</b>The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.</p> <p>The dispute settlement mechanism/arbitration proceedings shall be concluded as under:</p> <p><b>c.</b> In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration &amp; Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi. The award of the DIAC shall be final, conclusive and binding on all parties to this order.</p> <p><b>(b)</b> In the case of a dispute between the Purchase and a Foreign supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.</p> <p><b>Notwithstanding any reference to arbitration herein,</b> The parties shall continue to perform their respective obligations under the contract unless they otherwise agree.</p> <ul style="list-style-type: none"> <li>• All disputes will be subject to Chandigarh U.T. jurisdiction only.</li> </ul>

**Stores & Purchase Officer**  
**For and On behalf of Director CSIR-IMTECH Chandigarh**

**Details of Requirement / Specifications (CAMC of Tyrone SD400TGH-28R Server etc.)**

**Qty - 1**

**NATURE OF AMC - COMPREHENSIVE**

**QTY – 1 (MODEL NO SD400TGH-28R)**

- Rates for 2 year Comprehensive AMC should be quoted

**Brief Scope of Work**

▀ The CAMC will cover all the components and OEM (except GPU NVIDIA V100-32G) will the faulty component as and when required.

- Spares: all spares covered except GPU NVIDIA TESLA V100-32G (as it is end of life)

Preventive Maintenance - Not required only remote health checkups will be performed.

Breakdown Maintenance - Unlimited.

**(TO BE FURNISHED ON BIDDER'S LETTER HEAD)**

To

Date :

\_\_\_\_\_  
\_\_\_\_\_

Sub.: **Acceptance of Terms & Conditions of Tender**

Tender Reference No. \_\_\_\_\_

Name of Tender: \_\_\_\_\_

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned tender from the website (s) namely: \_\_\_\_\_
2. I/we hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to page No. \_\_\_\_\_ (including all documents like annexure(s), schedule(s) etc, which form part of the contract agreement and I/we shall abide hereby the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organisation too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
5. I/We do hereby declare that our firm has not been blacklisted/debarred by any Govt. department/Public Sector Undertaking.
6. I/We certify that all information furnished by our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organisation shall without giving any notice or reason therefor or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposited, absolutely

Yours faithfully,

(Signature of the Bidder with official seal)

**(TO BE FURNISHED ON BIDDER'S LETTER HEAD)**

**MANUFACTURERS' AUTHORIZATION FORM**

(The Bidders shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.)

Date: (insert date (as day, month and year) of Bid submission)

Tender No: (insert number from Invitation for Bids)

To: (insert complete name and address of Purchaser)

WHEREAS

We (insert complete name of Manufacturer), who are official manufacturers of (insert category of goods manufactured), having factories at (insert full address of Manufacturer's factories), do hereby authorize (insert complete name of Bidder) to submit a bid the purpose of which is to provide the Goods, manufactured by us (insert the category of Goods), and to subsequently negotiate to sign the Contract.

We hereby confirm that we shall be solely and fully responsible in case of discrepancy with regard to quality, quantity, Packages or defects at the time of supply/usage. In such cases we shall provide free replacement immediately.

Signed (insert signature(s) of authorized representative(s) of the Manufacturer)

Name: (insert complete name(s) of authorized representative(s) of the Manufacturer)

Title (insert Title)

Duly authorized to sign this Authorization on behalf of: (insert complete name of Bidder)

Dated on ..... day of ....., ..... (Insert date of signing)

**Annexure IX**

**Compliance Sheet**

S. N.	Name of specifications/part / Accessories of tender/ enquiry	Specifications of quoted Model/ Item	Compliance Whether "YES" Or "NO"	Deviation, if any, to be indicated in unambiguous terms	Whether the compliance / deviation is clearly mentioned in technical leaflet/ literature
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>

Yours faithfully,

(Signature of the Bidder with official seal)

## Annexure X

**PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA IN INR(Attach separate sheet in pdf format as per proforma if no. of items don't fit in here)**

**Name of the Bidder** \_\_\_\_\_

**Tender No.** \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10	11	12	13
Sl. No	Item Description	Country of Origin	Unit	Qty	Rate	Total price	GST With HSN Code.  (Inclusive OR Exclusive)  Mention the Rate & Value of GST	Packing & forwarding up Lab/Instt, if any.	Charges of inland transportation, insurance up to Lab./Instt.	Installation, Commissioning & training charges, If any.	Delivery Period	Guarantee / Warranty

Total Bid price in Indian Rupees \_\_\_\_\_ in words.

**Delivery Period -** \_\_\_\_\_

**Signature of Bidder**  
**Name & Address**

**Note:**

**(a)** The cost of optional items should be indicated separately.

**(b)** Cost of spares \_\_\_\_\_

**Annexure – XI**

**PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD (Attach separate sheet in pdf format as per proforma if no. of items don't fit in here)**

**Name of the Bidder** \_\_\_\_\_

**Tender No.** \_\_\_\_\_

1	2	3	4	5	6		7		8		9	10	11
Sr.No	Description of Item (with HSN Code)	Country of Origin	Unit	Qty	Unit Price (Mention Currency)		Total Price (5x6)		Charges for Insurance and Transportation to Port/Place of Destination		Total Price (7+8)	Delivery Period	Guarantee / Warranty
					FOB (named port of shipment)	FCA (named place of delivery)	FOB (named port of shipment)	FCA (named place of delivery)	Ocean	Air	CIF/CIP		

Total Bid price in foreign Currency \_\_\_\_\_ in words.

**Delivery Period** \_\_\_\_\_

**Signature of Bidder**

**Name & Business Address:**

**Note:**

- (a) Indian agents name & address \_\_\_\_\_
- (b) Installation, commissioning & training charges, if any \_\_\_\_\_
- (c) The Indian agent's commission shall be paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents .
- (d) The cost of optional items shall be indicated separately.

**ANNEXURE-XII**

**Land Border Sharing Declaration**

**(To be submitted in the bidder's letter head)**

In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref.  
F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020

Tender no . .....

Job: .....

"I/ we have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder < name of the bidder.....> is / are

a) Not from such a country and eligible to be considered for this tender.

OR

b) From such country, has been registered with the competent authority and eligible to be considered for this tender. (Evidence of valid registration by the competent authority shall be attached)

For and behalf of \_\_\_\_\_ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)"



**Annexure-XIII**

**Format for Declaration to be given by a Make In India  
Supplier To be submitted on the Letterhead of the Bidder  
Self-Certification (for Procurement values equal to/less than Rs 10 crs)**

Certificate for CSIR-Institute of Microbial Technology, Chandigarh.,  
.....

With reference to C S I R - I M T E C H -

.RFQ No.....dt.....and our offer no.

.....

In line with the revised Public Procurement (Preference to Make In India), Order 2017 dated 16-09-2020, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we

M/s

\_\_\_\_\_ (Bidder name) are local suppliers and item wise local content as defined in above orders for the material to be supplied by us against above mentioned Tender No \_\_\_\_\_ is furnished as below:

Item No.	Item Description	Local Content (%)
1.		
2.		
3.		
4.		
5.		

Details of location at which local value addition will be made is as follows:

-----  
We also understand, false declaration will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Note: entries to be made separately for all items as per tender)

Seal and Signature of Authorized Signatory

**Non-Blacklisting / Non –Debarment Declaration(OntheOrganization’s letterhead)**

Date:

To,

The Director  
CSIR-IMTECH  
Chandigarh 160036

Sub:DeclarationforNon-Blacklisting

Tender ReferenceNo: \_\_\_\_\_

NameofTender/Work:-

**PartA.InthecaseofaProprietaryConcern:**

IherebydeclarethatneitherIinmypersonalnameorinthenameofmyProprietary concern M/s. \_\_\_\_\_ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor anypartnership firm in which I am involved as a Managing Partner have been placed onblacklistsince01.04.2019declaredbyanyBank,FinancialInstitution,Govt.'sVendorBlackListor debarredexcept asindicatedbelow:

(Heregiveparticularsofblacklisting/debarmentandinabsencethereofstate“NIL”)

**PartB.InthecaseofaPartnershipFirm:**

Weherebydeclarethatneitherwe,M/s.

\_\_\_\_\_,submittingtheaccompanying Bid/Tender nor any partner involved in the management of the saidfirm either in his individual capacity or as proprietor or managing partner of any firmorconcernhaveorhas beenplaced onblacklistdeclared by any Bank, FinancialInstitution,Govt'sVendorBlackListordebarred,exceptasindicatedbelow

(Here give particulars of blacklisting/debarment and in the absence thereof state“NIL”)

**PartC.InthecaseofCompany:**

Weherebydeclarethatwehavenotbeenplacedonanyblacklistdeclaredbydeclaredby any Bank, Financial Institution, Govt's Vendor Black List or debarred, except asindicatedbelow:

(Here give particulars of black listing/debarment and in the absence thereof state“NIL”)

\* Weherebydeclarethat,wehavenotwithdrawnanybidafterbeingslectedasL1

It is also understood that if this declaration is found to be false in any particular,CSIR-IMTECH Chandigarh shall have the right to reject my/our bid, and if the bid has resulted in acontract,thecontract isliabletobeterninated.

Place:SignatureofBidder:\_\_\_\_\_ Date:NameofSignatory:



